



## CONCOMITANT AGREEMENT RELATING TO CONSTRUCTION OR INSTALLATION OF PUBLIC IMPROVEMENTS

THE UNDERSIGNED acknowledge that application has been made to the City of Kirkland for:

<i>Subdivision Approval File No.:</i>	<i>SUB14-01698</i>
<i>Substantial Development Permit File No.:</i>	
<i>Building Permit No.:</i>	
<i>Zoning Permit File No.:</i>	
<i>Parcel No.:</i>	<i>1725059090</i>
<i>Project Name:</i>	<i>Apopei Short Plat</i>
<i>Project Address:</i>	<i>5555 116<sup>th</sup> Ave. NE</i>

for proposed development of the hereinafter described real property, which development, alone or in conjunction with existing and/or future developments, makes necessary certain public improvements and that such additional public improvements will benefit said real property.

THE UNDERSIGNED warrant to the City of Kirkland that they are all the owners of the real property hereinafter described with full power to enter into agreements and/or covenants which will run with the land.

In lieu of actual construction of required public improvements at this time, and also to provide for mitigation of the impacts of the proposed development, THE UNDERSIGNED agree to immediately install or pay for, as instructed by the City of Kirkland in written notice given within fifteen (15) years from the date of this Agreement, **100 percent of the proportionate share of the cost, which shall be limited to City sources of funding, the following described half-street right-of-way improvements adjacent to the property frontage within the 116<sup>th</sup> Ave. NE right-of-way, including, but not limited to, the following:**

- 1. Undergrounding of overhead utility lines**
- 2. Vertical curbs, gutters, and underground storm drainage, street widening**
- 3. Sidewalk**
- 4. Landscape strip and street trees**
- 5. Project administrative and engineering costs**

Any money paid by THE UNDERSIGNED to be used by the City toward the cost of a public improvement shall be subject to the repayment provisions of RCW 82.02.020 unless the basis for requiring the payment is the mitigation of an adverse environmental impact required by RCW 43.21C or Chapter 24.02 Kirkland Municipal Code, in which case RCW 82.02.020 shall not apply.

THE UNDERSIGNED agree to be responsible for the full performance of this agreement until the City actually accepts the improvement and hereby secure this performance as binding upon all of the owners of the real property hereinafter described and their heirs, successors and assigns and agrees that this agreement shall run with the land described as follows:

*THE NORTH 130 FEET OF THE SOUTH 390 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 25 NORTH, RANGE 5 EAST, WM., IN KING COUNTY, WASHINGTON.*

*EXCEPT THE EAST 30 FEET OF THEREOF FOR ROAD;  
AND EXCEPT THAT PORTION THEROF CONVEYED TO THE STATE OF WASHINGTON FOR SECONDARY STATE HIGHWAY NO. 2A BY DEED RECORDED UNDER RECORDING NO. 4403913.*

The provisions of this agreement may be enforced by civil action commenced by either party for specific performance, civil damages, equitable relief, or declaratory judgment. Provided, however, that in any action commenced to enforce this agreement, the validity or appropriateness of the payment for or installation of the specified public improvements by THE UNDERSIGNED shall not be raised as an issue, since opportunity to raise such issue has been available. The prevailing party in any enforcement action upon this Agreement shall be entitled to reasonable attorneys' fees.

DATED at Kirkland, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**(Sign in blue ink)**

**(Individuals Only)**

OWNER(S) OF REAL PROPERTY (INCLUDING SPOUSE)

Anthony Augustin APOPE  
Florence APOPE



**(Individuals Only)**

STATE OF WASHINGTON

County of King

) SS. )

On this 3 day of April, 2015, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared

Anthony Augustin APOPE and Florence APOPE to

me known to be the individual(s) described herein and who executed the Concomitant Agreement Relating to Construction or Installation of Public Improvements and acknowledged that they

signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first above written.

[Signature]  
Notary's Signature

Justine C. Mason  
Print Notary's Name

Notary Public in and for the State of Washington, Residing at: King

My commission expires: 10/1/16